Contract No: OPSC-SRB-202310-1

Date: 08.11.2023.

Agreement forBuildings for Communications, Information, Signal Engineering Equipment AlongNovi Sad - Subotica - State Border (Kelebija) Architecture

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD

AND

THIS SUBCONTRACT is made between:

Party A:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, with the registered seat in Belgrade, Belgrade-Zemun, Majevička 2m, registration no:29507678, tax identification no:110760071, legally represented by Mr. Xu Yang, Legal representative of the branch office. (hereinafter also referred to as:"Party A").

And

Party B: DEKO TIM DOO BEŠKA, duly incorporated pursuant to the law of Republic of Serbia for the company,having its registered office and principal place of business at Beška, Braće Relić 19, Beška, Serbia,registration no:21608696, PIB no: 112107273,
represented by Nenad Ignjatović, Director

(hereinafter also referred to as: "Party B")

Whereas:

1. Joint Venture CRIC-CCCC on July 7, 2018, together with the Ministry of Construction, Transportation and Infrastructure of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. signed the "Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija)" (hereinafter referred to as Commercial Contract);

Ugovor br: OPSC-SRB-202310-1

Datum: 08.11.2023.

Ugovor o izgradnji zgrada za komunikacionu, informatičku i signalnotehničku opremu duž Novog Sada - Subotice - Državna granica (Kelebija)

CRSC INTERNATIONAL CO. LTD. OGRANAK BEOGRAD

I

Ovaj Podugovor se sklapa između:

Strana A:

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, sa sedištem u Beogradu, Beograd-Zemun, Majevička 2m, matični broj: 29507678, poreski identifikacioni broj: 110760071, koju zastupa g. Šu Jang *(Xu Yang),* pravni zastupnik datog ogranka. *(u daljem tekstu: „Strana A").*

i

Strana B: DEKO TIM DOO BEŠKA, osnovano u skladu sa zakonom Republike Srbije sa sedištem u Beški, Braće Relić 19, Srbija, matični broj: 21608696, PIB: 112107273, koju zastupa Nenad Ignjatović, director (u daljem tekstu: : **„Strana B")**

budući da je:

1. Zajedničko preduzeće CRIC-CCCC 7. jula 2018. godine zajedno sa Ministarstvom građevinarstva, saobraćaja i infrastrukture Republike Srbije, i akcionarskim društvom "Infrastruktura železnica Srbije", potpisalo „Komercijalni ugovor za izvođenje radova na modernizaciji i rekonstrukciji mađarsko-srpske železničke veze na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija)" (u daljem tekstu: Komercijalni ugovor);

2. Nakon sporazuma između dve strane, odnosno između CHINA RAILWAY INTERNATIONAL CO., LTD. SRBIJA OGRANAK BEOGRAD-SAVSKI VENAC i

2. Following an agreement between the two parties, namely CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC and CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, on 19th October, 2021, a subcontract was signed in Serbia for the execution of works on the Telecommunication, Signalling, and other systems on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) (hereinafter referred to as the Main Contract).

3.Party A is authorized to undertake all the execution of works on Buildings for Communications, Information, Signal Engineering Equipment Along Novi Sad - Subotica - State Border (Kelebija) on the Project of Modernization and Reconstruction of the Hungarian-Serbian

Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija);

4.Party A, with a desire to engage Party B to carry out the works related to Buildings for Communications, Information, Signal Engineering Equipment Along Novi Sad - Subotica - State Border (Kelebija), on a subcontract basis (hereinafter referred to as the "**Subcontract Works**"), while Party B is willing to undertake all the execution of the Subcontract Works.

Party A and Party B have entered into a Subcontract (hereinafter referred to as the "**Subcontract**") in Belgrade on_____of October 2023, after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.

Article 1 Definition

1.1 Commercial Contract Works: it refers to the Project on modernization and reconstruction of the Hungarian-Serbian railway in the territory of the Republic of Serbia section Novi Sad - Subotica - State Border (Kelebija)

1.2 Commercial Contract: it refers to the Main Contract and annexes as well as additional agreements, changes, claims and other relevant documents that were created during the execution of works between the Contractor and the Employer in relation with the Project on modernization and reconstruction of the Hungarian-Serbian railway in the territory of the Republic of Serbia section

CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, 19. oktobra 2021. Godine, u Srbiji je potpisan podugovor za izvođenje radova na Telekomunikacionim, signalnim i drugim sistemima na Projektu modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije, deonica Novi Sad - Subotica - Državna granica (Kelebija) *(u daljem tekstu Glavni ugovor)*.

3. **Stranka A** ovlašćena je da na Projektu modernizacije i rekonstrukcije mađarsko-srpske železničke veze preduzme sve radove na zgradama za komunikacionu, informatičku i signalnotehničku opremu duž deonice Novi Sad – Subotica – Državna granica (Kelebija) na Projektu modernizacije i rekonstrukcije mađarsko-srpske železnice na teritoriji Republike Srbije, deonica Novi Sad - Subotica - Državna granica (Kelebija);

4. **Strana A** želi da angažuje Stranu B za izvođenje radova na objektima za komunikacione, informacione i signalnotehničke opreme duž deonice Novi Sad – Subotica – Državna granica (Kelebija), na osnovu podugovora *(u daljem tekstu: „Podizvođački radovi")*, dok je Strana B spremna da preuzme sveukupno izvršenje Podizvođačkih radova.

Strana A i Strana B su sklopile Ugovor o podugovaranju *(u daljem tekstu „Podugovor")* u Beogradu,____Oktobra 2023. godine, nakon prijateljskih konsultacija. Uslovi koji slede navedeni su kako bi ih obe strane ispoštovale.

Član 1 Definisanje termina

1.1 Komercijalni ugovor: odnosi se na Projekat modernizacije i rekonstrukcije mađarsko-srpske železničke veze na teritoriji Republike Srbije, deonica, Novi Sad - Subotica - Državna granica (Kelebija)

1.2 Komercijalni ugovor: odnosi se na Glavni ugovor i anekse, izmene, reklamacije i druga relevantna dokumenta koja nastanu tokom izvođenja radova, između Izvođača i Naručioca, a u vezi sa Projektom modernizacije i rekonstrukcije mađarsko-srpske

Novi Sad - Subotica - State Border (Kelebija) (hereinafter: the Project), signed by the Joint Venture CRIC-CCCC with the Government of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. on July 7, 2018.

1.3 Main Contract Works: The scope of the NS-IV bid section of this contract is divided into following parts:

(1) Communication, information, signal engineering system integration, all the necessary work, and the test and acceptance during construction period, defects liability period, and warranty period.

(2) Buildings for communications, information, signal engineering equipment.

(3) Providing all technical documents required for completion by the NoBo.

(4) Party Ais obliged to complete the Serbian text version of the construction log to be filled out and reported to the employer, while assisting the employer to complete all the necessary reporting to the investor.

1.4 Main Contract: means the Main Contract signed by CRIC Serbia Branch and Party A

1.5 Subcontract Works: means 2 GSMR Buildings (in the Vrbas Nova km118+339 (L) and the Vrbas Atar km km123+434 (L)) including dismantling, construction etc.

The specific contents of the Subcontract Works are shown in Appendix 1 "The Priced Bill of Quantities".

1.6 Subcontract: means this Contract, namely the Subcontract signed by Party A and Party B for the execution of the Subcontract Works consisting of a Contract and its Appendixes.

1.7 Subcontract Price: means the price agreed on by Party A and Party B and defined in the Subcontract which shall be paid by Party A to Party B for completion of all the works defined in the Subcontract.

1.8 Day: means **calendar days**.

1.9 Employer: means the Joint Venture CRIC-CCCC.

1.10 Defects Liability Period

The defects liability period starts from the date of project acceptance certificate issued by the Employer to the end of one year term.

železničke veze na teritoriji Republike Srbije, deonica Novi Sad – Subotica – Državna granica (Kelebija) *(u daljem tekstu: Projekat)*, potpisan od strane Zajedničkog preduzeća CRIC-CCCC sa Vladom Republike Srbije i akcionarskim društvom „Infrastruktura železnice Srbije", dana 7.7.2018.

1.3 Glavni ugovorni radovi: Obim odeljka ponude NS-IV ovog Ugovora podeljen je na sledeće delove:

(1) Komunikacija, informacije, integracija sistema signalnog inženjeringa, sav potreban rad, testiranje i prijem tokom perioda izgradnje, period odgovornosti za kvarove i garantni rok.

(2) Zgrade za komunikacionu, informatičku, signalnotehničku opremu.

(3) Dostavljanje sve tehničke dokumentacije potrebne za kompletiranje od strane NoBo

(4) Stranka A je dužna da dopuni tekstualnu verziju građevinskog dnevnika na srpskom jeziku koji će se popuniti i prijaviti poslodavcu, kako bi pomogla poslodavcu da izvrši sva neophodna izveštavanja investitora.

1.4 Glavni ugovor: odnosi se na Glavni ugovor koji su potpisali CRIC Srbija i Strana A

1.5 Podizvođački radovi: odnose se na 2 GSMR zgrade (u Vrbas Nova km118+339(L) i Vrbas Atar km123+434(L)) uključujući demontažu, izgradnju itd.

Specifični sadržaji Podizvođačkih radova prikazani su u Prilogu 1 „Predmer sa cenama".

1.6 Podugovor: označava ovaj Ugovor, odnosno Podugovor potpisan od strane A i Strane B za izvođenje Podizvođačkih radova, a sastoji se od Ugovora i njegovih dodataka.

1.7 Podugovaračka cena: označava cenu dogovorenu između Strane A i Strane B i definisanu u Podugovoru koju će Strana A platiti Strani B za završetak svih radova definisanih u Podugovoru.

1.8 Dan: označava kalendarski dan.

1.9 Poslodavac: odnosi se na zajedničko ulaganje CRIC-CCCC.

1.11 Warranty Period

The warranty period is calculated from the date of the project acceptance certificate received by the Party A to the end of a consecutive five-year term (including the defects liability period).

1.12 Priority of Contract Documents

The documents forming the Subcontract are to be taken as mutually explanatory of one another. For the purposes of interpretation, unless otherwise agreed in the Subcontract, the priority of the documents shall be in accordance with the following sequence:

(1) This Subcontract

(2) Main Contract

(3) Design Documentation

(4) The Priced Bill of Quantities

(5) All the written consent, confirmation, memorandum, minutes, and other documents related to the Subcontractor's scope of work agreed by the Contractor and the Employer during the performance of the Main Contract and the Subcontract, as well as other documents related to the Project signed by both parties during the contract period.

The above documents are an integral part of the Subcontract and have the same binding force on both parties. In case of any difference in understanding or interpretation of the Subcontract, Main Contract, and other Agreements between the two parties, the Main Contract and the latest formed documents shall prevail.

In case of any ambiguity or inconsistency in the contract documents, both Parties shall negotiate for a solution, but the progress of the Project shall not be affected.

Article 2 General Provisions

2.1 Party A, intends to subcontract all the works related to buildings construction, dismantling, etc. on Vrbas Nova km118+339 (L) and the Vrbas Atar km123+434 (L) defined

1.10 Period odgovornosti za nedostatke

Period odgovornosti za nedostatke počinje od datuma potvrde o prijemu projekta koju izdaje Naručilac do kraja jednogodišnjeg roka.

1.11 Garantni period

Garantni period se računa od datuma izdavanja sertifikata o prihvatanju projekta koji prima Strana A do kraja uzastopnog petogodišnjeg roka (uključujući period odgovornosti za kvarove).

1.12 Prioritet ugovornih dokumenata

Dokumenti koji čine Ugovor o podugovoru treba da budu međusobno razumljivi. Za potrebe tumačenja, osim ako nije drugačije dogovoreno u podugovoru, važnost dokumenata će biti po sledećem rasporedu:

(1) Ovaj podugovor

(2) Glavni ugovor

(3) Projektna dokumentacija

(4) Predmer sa cenama

(5) Pisane saglasnosti, potvrde, memorandumi, zapisnici i druga dokumenta koja se odnose na obim poslova Podizvođača koje su Izvođač i Naručilac dogovorili tokom izvođenja Glavnog ugovora i Podizvođača, kao i druga dokumenta u vezi sa Projekat potpisana od obe strane tokom perioda trajanja ugovora.

Gore navedeni dokumenti su sastavni deo Ugovora o podugovoru i imaju istu obavezujuću snagu za obe strane. U slučaju bilo kakve razlike u razumevanju ili tumačenju Podugovora, Glavnog ugovora i drugih sporazuma između dve strane, glavni ugovor i poslednja formirana dokumenta će imati prednost.

U slučaju bilo kakve nejasnoće ili nedoslednosti u ugovornoj dokumentaciji, obe Strane će stupiti u pregovore kako bi našle rešenje, ali to neće uticati na napredak Projekta.

Član 2 Opšte odredbe

2.1 Strana A namerava da podugovori sve radove u vezi sa izgradnjom objekata, demontažom i sl. u Vrbas Nova km118+339 (L) i Vrbas Atar km123+434(L), i

in clause 1.5 and APPENDIX 1 to Party B. Party A is hereby to guarantee that Party A shall fully fulfil its obligations defined in the Subcontract to ensure due rights and interests of Party B.

2.2 Party B sufficiently understands the content and situation of the Main Contract Works and the Subcontract Works, and also understands that Party A's responsibilities to the Employer in all the Subcontract Works as defined in the Main Contract are Party B's responsibilities to Party A in the Subcontract. Party B is willing to abide by and perform all responsibilities and obligations related to the Subcontract Works as defined in the Main Contract unless request otherwise stipulated in the Subcontract. Party B agrees to execute the Subcontract Works according to relevant terms and conditions in the Main Contract and is willing to undertake the responsibilities and obligations defined in the Subcontract.

2.3 Based on the above-mentioned conditions Party A agrees to entrust Party B with the execution of the Subcontract Works and to pay the Subcontract Price according to the actual completion of the works in terms of the Subcontract.

Article 3 Composition of the Subcontract

3.1 The Subcontract consists of the following documents:

(1) **The Priced Bill of Quantities (Appendix 1)**
(2) **Dynamic Plan (Appendix 2)**
(3) **List of personnel from Party B (Appendix 3)**
(4) **List of the mechanization and tools on the construction site and list of devices and materials on the construction site (Appendix 4)**

Article 4 Responsibilities of Party A

4.1 As per the stipulations in the Main Contract regarding the provision of the work site by the Employer to Party A, Party A shall provide Party B with the work site and the access road for smooth passage to the site during the construction period.

drugim povezanim radovima definisanim u klauzuli 1.5 i Prilogu 1 za Stranu B. Strana A ovim garantuje da će Strana A u potpunosti ispuniti svoje obaveze definisane u Podugovoru kako bi osigurala odgovarajuća prava i interese Strane B.

2.2 Strana B u dovoljnoj meri razume sadržaj i opis radova iz glavnog ugovora i podugovora, a takođe razume da su odgovornosti Strane A prema Poslodavcu u svim podugovornim radovima, definisane u Glavnom ugovoru, odgovornosti Strane B prema Strani A u podugovoru. Strana B je spremna da se pridržava i izvršava sve odgovornosti i obaveze u vezi sa podugovorenim radovima, kako je to definisano u Glavnom ugovoru, osim ako u Podugovoru nije drugačije određeno. Strana B je saglasna da izvede Podizvođačke radove u skladu sa relevantnim odredbama i uslovima iz Glavnog ugovora i spremna je da preuzme odgovornosti i obaveze definisane u Podugovoru.

2.3 Na osnovu gore navedenih uslova Strana A saglasna je da poveri Strani B izvođenje Podizvođačkih radova i da plati Podugovornu cenu u odnosu na stvarno stanje stvari završenih radova, a u skladu sa odredbama Podugovora.

Član 3 Sastavni delovi podugovora

3.1 Podugovor se sastoji od sledećih dokumenata:

(1) Predmer sa cenama (Prilog 1)
(2) Dinamički plan (Prilog 2)
(3) Spisak radnika za Stranu B (Prilog 3)
(3) Spisak mehanizacije i alata na gradilištu i spisak uređaja i materijala na gradilištu (Prilog 4)

Član 4 Obaveze Strane A

4.1 U skladu sa odredbama u Glavnom ugovoru u vezi sa obezbeđivanjem gradilišta od strane Poslodavca prema Strani A, Strana A će obezbediti Strani B gradilište i pristupni put za nesmetan prolaz do

The costs occurred due to temporary facilities and transportation for execution of the Subcontract Works shall be borne by Party B. Party B shall be responsible for the protection and storage of the delivered equipment and materials along with the completed works on the Site.

4.2 Party A shall be responsible for the internal and external communication and coordination during the execution of the Subcontract Works.

4.3 Party A shall supervise and check Party B's actual progress, quality, and safety situation from time to time. Party A's supervision and inspection shall not relieve Party B from the responsibilities of completing the Subcontract Works according to the requirements in the Subcontract. Party A has the right to request Party B to remedy or rework the parts that fails to meet the standards or be proven as disqualified, or demand Party B to replace unqualified materials and equipment, or replace ineligible or incompetent personnel of Party B, including Party B's representative. If Party A demands the replacement of Party B's personnel, Party B shall send relevant successor in position within 14 days, and the handover time shall not be less than one month.

4.4 According to Party B's written request and plan, Party A shall organize communication and negotiation with respect to design, technology and construction between Party B and the Employer or its representative, and make arrangement for Party B to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer.

4.5 Party A shall facilitate the work connection and coordination between Party B and other working parties so that Party B can proceed smoothly according to the approved design and construction plans.

4.6 In the event of a standstill or suspension of works that are caused by the fault of the Party A, all costs are borne by Party A. In the event of a standstill or suspension of works that are caused by the fault of the Party B, all costs are borne by Party B. If the project is suspended or suffers losses due to the responsibility of the Employer or a third party during the construction process, both Parties are responsible for themselves.

gradilišta tokom perioda izgradnje. Troškove nastale zbog podizanja privremenih objekata i transporta za izvođenje Podizvođačkih radova snosi strana B. Strana B je takođe odgovorna za zaštitu i skladištenje isporučene opreme i materijala zajedno sa završenim radovima na gradilištu.

4.2 Strana A će biti odgovorna za internu i eksternu komunikaciju i koordinaciju tokom izvođenja Podizvođačkih radova.

4.3 Strana A će s vremena na vreme nadgledati i proveravati stvarni napredak, kvalitet i bezbednost Strane B. Nadzor i inspekcija Strane A neće osloboditi Stranu B odgovornosti za završetak Podizvođačkih radova u skladu sa zahtevima iz Podugovora. Strana A ima pravo da zahteva od Strane B da popravi ili preradi delove koji ne ispunjavaju standarde ili se dokaže da su diskvalifikovani, ili da zahteva od Strane B da zameni nekvalifikovane materijale i opremu, ili da zameni nekvalifikovano ili nekompetentno osoblje koje radi za Stranu B, uključujući i same predstavnike Strane B. Ako Strana A zahteva zamenu osoblja Strane B, Strana B će poslati relevantnog zamenika na poziciju u roku od 14 dana, a vreme primopredaje neće biti kraće od mesec dana.

4.4 U skladu sa pisanim zahtevom i planom Strane B, Strana A će organizovati komunikaciju i pregovore u vezi sa projektovanjem, tehnologijom i konstrukcijom između Strane B i Poslodavca ili njenog predstavnika, i dogovoriti da Stranka B učestvuje na radnim sastancima u vezi sa dizajnom i izvođenjem različitih radnih interfejsa koje organizuje Poslodavac.

4.5 Strana A će olakšati radnu vezu i koordinaciju između Strane B i drugih radnih grupa kako bi Strana B mogla nesmetano da radi u skladu sa odobrenim planovima projektovanja i izgradnje.

4.6 U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane A, sve troškove snosi Strana A. U slučaju zastoja ili obustave radova koji su uzrokovani krivicom Strane B , sve troškove snosi strana B. Ako je projekat obustavljen ili pretrpi gubitke zbog odgovornosti Poslodavca ili

Article 5 Responsibilities of Party B

5.1 Abide the Subcontract, conscientiously execute and complete all the work contents of the Subcontract works according to the construction time, quality standards and norms according to the Contract (the Main Contract and to the Subcontract) and the instructions of the Employer or Party A.

Party B is fully responsible for quality of the Subcontract work, equipment and materials, the safety in construction and the timely completion of the project. If Party B is not able to or will be not able to complete Subcontract Works before the deadline specified in this Subcontract, Party A has the right to cancel this contract and nominate other third-party company as Party B to fulfil the rest part of the Subcontract Works. If rework is caused by Party B, the rework cost shall be borne by Party B. If the total cost of the remaining projects executed by the third-party company exceeds the amount of the remaining projects hereunder, the excess amount shall be borne by Party B.

Pursue to Party A requirements, Party B shall submit detailed project management plan (including, but not limited to, Construction schedule, the Work Plan, Quality Control Plan and Safety Control Plan, Supply Plan, List of workers), as well as all other documents required by the laws and regulations of Republic of Serbia, within 10 days after signing the Subcontract. The plan shall be executed on Party A's approval.

Party B shall provide workers and equipment that meet the construction requirements (whether it is construction schedule or construction quality). If the on-site construction workers and equipment do not meet the construction requirements, Party A has the right to request Party B to increase workers and equipment.

In case Party B is not capable of completing the Subcontractor Work as per the schedule requested by Party A, Party A is entitled to handover the remained work to other third party who is capable of completing the work. Party B will bear the extra cost caused by such work handover including the charges for the rush to work.

treće strane tokom procesa izgradnje, obe strane su odgovorne za sebe.

Član 5 Obaveze Strane B

5.1 Pridržavati se uslova Podugovora, savesno izvršavati i završavati sve obime radova Predviđene Podugovorom u skladu sa predviđenim vremenom izgradnje, standardima kvaliteta i normama prema Ugovoru (Glavnom ugovoru i Podugovoru) i uputstvima Naručioca ili Strane A.

Strana B je u potpunosti odgovorna za kvalitet Podugovora, opremu i materijale, sigurnost u izgradnji i blagovremeni završetak projekta. Ako Strana B nije u mogućnosti ili ne može da završi Podizvođačke radove pre roka navedenog u ovom Podugovoru, Strana A ima pravo da otkaže ovaj ugovor i angažuje drugu kompaniju, odnosno, treću stranu, kao Stranu B koja će ispuniti ostatak podizvođačkih radova. Ukoliko doradu izazove Strana B, troškove dorade snosi Strana B. Ako ukupan trošak preostalih projekatnih radova izvedenih od kompanije sa treće strane premašuje iznos preostalih projekatnih radova prema ovom ugovoru, višak će snositi Strana B.

U skladu sa zahtevima Strane A, Strana B će dostaviti detaljan plan upravljanja projektom (uključujući, ali ne ograničavajući se na, plan izgradnje, plan rada, plan kontrole kvaliteta i plan kontrole bezbednosti, plan snabdevanja, spisak radnika), kao i sve druge dokumente propisane zakonima i propisima Republike Srbije, u roku od 10 dana od dana potpisivanja Podugovora. Plan će se izvršiti uz odobrenje Strane A.

Strana B će obezbediti radnike i opremu koji ispunjavaju uslove izgradnje (bilo da se radi o planu izgradnje ili kvalitetu izgradnje). Ako građevinski radnici i oprema na licu mesta ne ispunjavaju uslove za izgradnju, Strana A ima pravo da zahteva od Strane B povećanje broja radnika i opreme.

U slučaju da Strana B nije sposobna da završi posao podizvođača prema rasporedu koji je zahtevala Strana A, Strana A ima pravo da preda preostali

If Party B is proven to be capable of completing the Subcontractor work ahead of the schedule requested by Party A, Party A will grant additional building construction work to Party B according to its capability. For additional work, the unit price must be the same as in this Subcontract.

5.2 Party B should, in compliance with related provisions as stipulated in the Subcontract, take on all the responsibilities and obligations of Party A under the Main Contract relating to the Subcontract Works, as well as to all responsibilities and obligations of the Party A in accordance with applicable laws and regulations, and bear all the relevant risks and responsibilities. Party B shall be responsible for all the materials and work relating to the Subcontract Works including, but not limited to the building construction, repair, dismantle, construction of interfaces related to the project construction and/or the Employer's requirement, the decoration and finish work for the station buildings and GSMR buildings after the communication, information, signal and other equipment are installed in above-mentioned buildings, warranty maintenance of the local part, relevant personnel training as requested by the Employer and/or required by the Project, cooperation in the temporary operation and maintenance of Party B's own work in the warrant period. Party B shall bear all the costs and expenses in relation to the above mentioned. In the execution of the Subcontract Works, if Party B's behaviour or negligence causes Party A to breach the Main Contract, or if Party B breaches the Subcontract, Party B should compensate Party A for the losses thus incurred thereafter.

5.3 Party B is obligated to submit to Party A Work Progress Schedule in weekly basis and other forms and documents that may be required by Party A to ensure the completion of the Subcontract works as per Work Progress Schedule.

5.4 Party B is obligated to abide by the Serbian laws; comply with the administrative rules and regulations of local authorities regarding the traffic around the worksite, construction noise, environmental protection and safety and civility in construction, as well as to any other applicable law or regulations in relation to the subcontract works.

5.5 Party B is obligated to cooperate with and make it convenient for supervision and inspection of the Employer, the Employer's representative, and Party A. In the event of exceptional cases or accidents, Party B should immediately

posao drugoj kompaniji,odnosno, trećoj strani koja je sposobna da završi posao. Strana B će snositi dodatne troškove uzrokovane takvom primopredajem posla, uključujući i troškove koji se tiču „požurivanja" radova.

Ako se dokaže da je Strana B sposobna da završi posao Podizvođača pre roka koji je zahtevala Strana A, Strana A će odobriti dodatne radove na izgradnji Strani B u skladu sa njenim mogućnostima. Za dodatne radove, jedinična cena mora biti ista kao u ovom Podugovoru.

5.2 Strana B treba, u skladu sa odredbama predviđenim ovim Podugovorom, da preuzme sve odgovornosti i obaveze Strane A prema Glavnom Ugovoru u vezi sa Podizvođačkim radovima, kao i sve odgovornosti i obaveze Strane A u skladu sa sa važećim zakonima i propisima, i da snosi sve relevantne rizike i odgovornosti. Strana B će biti odgovorna za sve materijale i radove koji se odnose na Podizvođačke radove, uključujući, ali ne ograničavajući se na izgradnju zgrade, popravku, demontažu, izgradnju interfejsa koji se odnosi na izgradnju projekta i/ili zahteve Poslodavca, dekoraciju i završne radove za stanične zgrade i zgrade GSMR-a nakon ugradnje komunikacione, informacione, signalne i druge opreme u gore navedene zgrade, garantno održavanje lokalnog dela, relevantnu obuku osoblja po zahtevu Naručioca i/ili Projekta, saradnju u privremenom radu i održavanju sopstvenog rada Strane B u garantnom periodu. Strana B snosi sve troškove i izdatke u vezi sa gore navedenim. U izvršavanju radova predviđenih Podugovorom, ukoliko ponašanje ili nemar Strane B prouzrokuje da Strana A prekrši Glavni ugovor, ili ako Strana B prekrši Podugovor, Strana B treba da nadoknadi Strani A za gubitke koji su nastali usled toga.

5.3 Strana B je obavezna da dostavi Strani A Izveštaj o napredovanju radova na sedmičnoj osnovi i druge obrasce i dokumente koje može zahtevati Strana A da bi obezbedila završetak podizvođačkih radova prema Izveštaju o napredovanju radova.

5.4 Strana B je obavezna da poštuje srpske zakone; da se pridržava administrativnih pravila i propisa lokalnih

notify Party A while taking active and effective remedy measures.

5.6 Party B is obligated to provide and employ on the construction site such skilled workers as is necessary for the proper and timely execution of the Subcontract. The Party B shall be responsible for the recruitment, transportation, training, and accommodation and catering of all employees and workers required for the execution of the Subcontract and for all payments in connection therewith. The Party B shall at all times during the progress of the Subcontract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and workers.

5.7 Party B should be fully responsible for the safety in construction of the Subcontract works. Party B shall be obliged to undertake any safety measures on the Site in order to ensure the security of adjacent objects, works, equipment, devices, installations, workers, traffic, the environment, and property. Accordingly, Party B should set up a sound and necessary safety and security system to ensure personnel safety of its staff, local employees and workers and provide them with the safety equipment. It should commit itself to accident (including but not limited to injuries and death) occurred and problems and damages arising from the accident. Party A will not undertake any responsibilities nor obligations there-from (The related losses caused by Party B, such as the Employer, Party A's personnel and property, etc. shall be borne by Party B)

5.8 The Value Added Tax amount calculated according to the related laws is not included in the Subcontract price. All taxes and fees (including salary tax and mandatory social contributions of Party B's personnel), exclusive of VAT shall be borne by Party B.

5.9 Party B should not assign the Subcontract Works to any third party without written approval of Party A.

5.10 During the execution of the subcontract, Party B shall actively cooperate with Party A with internal and external communication and coordination.

5.11 Party B is obliged to assist party A, on a weekly basis, to filling out the construction log and construction book during construction works, records of construction process, and records of hidden works and retain image data.

vlasti u vezi sa saobraćajem oko gradilišta, u vezi sa građevinskom bukom, zaštitom životne sredine i bezbednošću i uljudnošću u izgradnji, kao i sa svim drugim važećim zakonima ili propisima u vezi sa podugovorenim radovima.

5.5 Strana B je u obavezi da sarađuje sa i bude uvek spremna za nadzor i inspekciju od strane poslodavca, predstavnika poslodavca i Strane A. U izuzetnim slučajevim ili u slučaju nesreće, Strana B treba odmah da obavesti Stranu A uz preduzimanje delotvornih pravnih i drugih mera.

5.6 Strana B je dužna da obezbedi i zaposli na gradilištu kvalifikovane radnike neophodne za pravilno i blagovremeno izvršenje Podugovora. Strana B će biti odgovorna za zapošljavanje, prevoz, obuku, smeštaj i ishranu svih zaposlenih i radnika potrebnih za izvršenje Podugovora i za sva plaćanja u vezi sa tim. Strana B će u svakom trenutku tokom trajanja Podugovora učiniti sve što može da spreči bilo kakvo nezakonito, neredovno ili neprimereno ponašanje od strane ili među svojim zaposlenima i radnicima.

5.7 Strana B treba da bude u potpunosti odgovorna za bezbednost u poslovima izgradnje Podizvođača. Strana B je dužna da preduzme sve mere bezbednosti na Lokaciji kako bi obezbedila bezbednost susednih objekata, radova, opreme, uređaja, instalacija, radnika, saobraćaja, životne sredine i imovine. Shodno tome, Strana B treba da uspostavi zdrav i neophodan sistem bezbednosti kako bi obezbedila bezbednost osoblja, lokalnog osoblja i radnika, i obezbedila im sigurnosnu opremu. Strana B treba da se u potpunosti posveti saniranju iste, kao i problema i štete koji proističe iz nje (uključujući, ali ne ograničavajući se na povrede i smrt). U slučaju nezgode, strana A neće snositi odgovornost i obaveze prouzrokovane istom. (Povezani gubici uzrokovani od Strane B, kao npr. oni koji se tiču imovine ili osoblja Poslodavca ili Strane A, biće nadoknađeni od Strane B)

5.8 Iznos poreza na dodatu vrednost obračunat u skladu sa srodnim zakonima nije uključen u cenu Podugovora. Sve poreze i naknade (uključujući porez na zarade i

5.12 Quality Inspection

5.12.1 Party A (including Employer, Supervising Engineer, Investor, etc.) has the right to check and inspect all parts of the project and its construction techniques and processes, materials, and equipment, to accept the delivery of them, to check the material certificate, product certificate, (CE certificate if necessary), etc. Party A has the right to inspect on the construction, the manufacturing, processing sites, or other places agreed herein and to refer to the original construction records there.

Party B shall, as instructed by Party A, carry out sample tests, reviewing measurement for engineering, and equipment performance test required at the construction site and other places, provide test samples, submit test reports and measurement results, and carry out other work required by Party A. Party B shall, in accordance with the requirements of the design document, select a qualified laboratory to conduct the inspection, and the inspection items, inspection frequency or third-party inspection requirements shall be carried out in strict accordance with the design document. The above inspection and inspection costs shall be borne by Party B and shall not exempt Party B from its responsibilities as agreed herein.

5.12.2 Party B shall guarantee the quality of materials and engineering equipment purchased for the Project and shall not purchase or use unqualified materials and engineering equipment. If use, Party B shall obey and receive the punishment decision made by Party A and bear the relevant responsibilities and expenses, but the construction period will not be postponed.

5.13 Party B shall provide all test reports/inspection reports/measurement reports in the construction process, and the above-mentioned reports shall be provided by qualified utilities.

5.14Party B shall arrange the security personnel registered in the Serbian railway bureau for on-site protection, and Party B shall provide the safety protective equipment for on-site construction.

5.15 If there are other new or ancillary projects within the scope of Party B's subcontracted project, Party B shall accept Party A's request for construction.

obavezne socijalne doprinose za osoblja koje radi za Stranu B), bez PDV-a, snosi Strana B.

5.9 Strana B ne treba da dodeljuje Podizvođačke radove bilo kojoj trećoj strani bez pismenog odobrenja Strane A.

5.10 Tokom izvršenja podugovora, Strana B će aktivno sarađivati sa Stranom A kroz internu i eksternu komunikaciju i koordinaciju.

5.11 Strana B je obavezna da pomaže strani A, na nedeljnoj bazi, da popuni građevinski dnevnik i građevinsku knjigu tokom radova, da vodi evidenciju procesa izgradnje i evidenciju skrivenih radova i da sačuva kopiju podataka.

5.12 Inspekcija kvaliteta

5.12.1 Strana A (uključujući Poslodavca, Nadzornog inženjera, Investitora, itd.) ima pravo da proveri i pregleda sve delove projekta i u vezi sa tim sve građevinske tehnike i procese, materijale i opremu, da prihvati njihovu isporuku, da proveri sertifikat materijala, sertifikat proizvoda (CE sertifikat ako je potrebno) itd. Strana A ima pravo da izvrši inspekciju izgradnje, proizvodnje, prerade ili drugih mesta dogovorenih ovde, i da se tako poziva na originalnu građevinsku dokumentaciju.

Strana B će, prema instrukcijama Strane A, izvršiti ispitivanja uzoraka, pregledajući merenja za inženjering i ispitivanje performansi opreme potrebnih na gradilištu i na drugim mestima, obezbediti uzorke za ispitivanje, podneti izveštaje o ispitivanju i rezultate merenja i obaviti druge potrebne poslove zahtevane od Strane A. Strana B će, u skladu sa zahtevima Projekta, izabrati kvalifikovanu laboratoriju za sprovođenje inspekcije, a predmeti inspekcije, učestalost inspekcije ili zahtevi za inspekciju od treće strane će se sprovoditi u strogom skladu sa projektnom dokumentacijom. Gore navedenu inspekciju i troškove inspekcije će snositi Strana B i inspekcija neće osloboditi Stranu B od njenih odgovornosti kako je ovde dogovoreno.

5.12.2 Strana B će garantovati kvalitet materijala i inženjerske opreme kupljene za Projekat i neće kupovati ili koristiti nekvalifikovane materijale i

5.16 Party B is requested to access to the sites and start the Subcontract Work simultaneously at two sites for GSMR buildings in this Subcontract in accordance with the dynamic plan. The related amount of the advance payment will be calculated according to the number of accessed sites, as regulated in the Article 7.5.

5.17 Party B is responsible for making the as-built documents and submitting to the Party A upon the completion of the subcontract work. The as-built documents prepared by the Party B must comply with the Planning and Construction law of Serbia, Design Specifications, Requirements of the Serbian Railways and of the Ministry of Construction, Transportation, and Infrastructure, and be submitted to the Contractor in English and Serbian versions, tentatively seven hard copies in Serbian and two copies in English (soft copy must be submitted together with document format of PDF, docx, xlsx, DWG). The signer of the completion technical documents must have corresponding qualifications, who is responsible for the authenticity and compliance of the submitted information. Besides, Party B will provide two additional sets in Serbian version of temporary As-built documents.

inženjersku opremu. Ukoliko, ipak, koristi nešto od toga, Strana B će morati da prihvati odluku o kazni koju donosi Strana A i snosiće relevantne odgovornosti i troškove, ali period izgradnje neće biti odložen.

5.13 Strana B će obezbediti sve izveštaje o ispitivanju/inspekcijske izveštaje/izveštaje o merenjima u procesu izgradnje, a gore pomenute izveštaje će obezbediti kvalifikovana preduzeća.

5.14 Strana B će organizovati obezbeđenje registrovano pri Železnicama Srbije za zaštitu na licu mesta, a Strana B će obezbediti bezbednosnu zaštitnu opremu za izgradnju na licu mesta.

5.15 Ako se pojave drugi, novi ili pomoćni projekti u okviru podugovaračkog projekta Strane B, Strana B će prihvatiti zahtev Strane A za izgradnju.

5.16 Od Strane B se zahteva da pristupi lokaciji i započne radove podizvođača na dve lokacije za GSMR zgrade iz ovog podugovora istovremeno u skladu sa dinamičkim planom. Odgovarajući iznos avansa će se obračunavati prema broju pristupljenih lokacija, kako je regulisano u članu 7.5.

5.17 Strana B je odgovorna za izradu dokumentacije izvedenog stanja i podnošenje Strani A po završetku podugovora. Dokumentacija izvedenog stanja koju je pripremila Strana B mora biti u skladu sa Zakonom o planiranju i izgradnji Republike Srbije, specifikacijama projekta, zahtevima Železnica Srbije i Ministarstva građevinarstva, saobraćaja i infrastrukture i mora biti dostavljena Izvođaču na engleskom i srpskom, uslovno sedam štampanih kopija na srpskom i dve kopije na engleskom (mekana kopija se mora dostaviti zajedno sa formatom dokumenta u PDF, dock, klsk, DVG). Potpisnik tehničke dokumentacije za kompletiranje mora imati odgovarajuće kvalifikacije, jer je odgovoran za autentičnost i usklađenost dostavljenih informacija. Pored toga, Strana B će obezbediti dva dodatna kompleta privremene dokumentacije izvedenog stanja na srpskom jeziku.

Article 6 Construction Period, Defect Liability Period

6.1 The construction period of Party B shall be determined according to Party A's dynamic construction plan. Party B promises to start the subcontracting project, complete the major structure of the 2 GSMR Buildings (in Vrbas Nova km118+339(L) and the Vrbas Atar km km123+434(L)) before 31st of December 2023 and then complete the decoration work and other work of the 2 GSMR Buildings before 31st of January, 2024 so as to prepare for our further installation of SS/TT equipment. In case of any change in the construction period due to unforeseen causes, both Parties shall negotiate for a solution. Both Parties agreed that construction period started when the access is ready, contract is signed and construction diary is opened.

Party B shall start the subcontracting work within 7 days after Party A issues the official start-of-work notice.

Party B shall commence and complete the Subcontract Works according to the Construction Schedule which is approved by Party A. The extension of construction period shall conform to the relevant terms and conditions defined in the Main Contract and shall be approved by the Employer or its representative and Party A. If the Party B becomes aware that a delay in the performance of the Subcontracted Works within the agreed term is possible or certain, it shall notify the Party A accordingly and shall exert all reasonable efforts to prevent the delay, i.e., it shall propose measures for remedying the consequences and reorganizing the dynamics in the performance of the Subcontracted Works. In the case of a delay in the fulfillment of the Subcontracted Works within the agreed term, which delay is caused by Party B's fault, the Party B shall be obliged to undertake, at its own expense, all reasonable measures in order to rectify the consequences of the delay.

The Party A is entitled to charge the Party B the amount of 0.025% of the Subcontract Price as liquidated damage for each day of delay in the fulfilment of the assigned obligations, up to a maximum amount of such liquidated damage of 5 % of the Subcontract Price.

6.2. The Party B shall be responsible for the deficiencies in the performed works and delivered goods for a period of 12 months from the acceptance of the works, i.e., 12 months

Član 6 Rok izgradnje, garantni rok

6.1 Period izgradnje za Stranu B biće određen u skladu sa dinamičkim planom izgradnje Strane A. Strana B obećava da će započeti projekat podugovaranja i završiti glavnu konstrukciju 2 GSMR zgrade (u Vrbas Nova km118+339(L) i Vrbas Atar km km123+434(L)) pre 31. decembra 2023. godine, a zatim završiti arhitektonske radove i ostale radove na 2 GSMR zgrade pre 31. januara 2024. godine, kako bismo se pripremili za našu dalju instalaciju SS/TT opreme. U slučaju bilo kakve promene u zadatom roku izgradnje zbog nepredviđenih razloga, obe Strane će ući u pregovore za iznalaženje rešenja. Obe strane se slažu da period izgradnje počinje kada je pristup gotov, kada je potpisan ugovor i otvoren građevinski dnevnik.

Strana B će započeti poslove podugovaranja u roku od 7 dana nakon što Strana A izda zvanično obaveštenje o početku rada.

Strana B će započeti i završiti Podizvođačke radove u skladu sa Planom izgradnje koji je odobrila Strana A. Produženje perioda izgradnje će biti u skladu sa relevantnim odredbama i uslovima definisanim u Glavnom ugovoru i biće odobreno od strane Poslodavca ili njegovog predstavnika i Strane A. Ako Strana B shvati da je kašnjenje u izvođenju Podizvođačkih radova u dogovorenom roku moguće ili izvesno, ona će o tome obavestiti Stranu A i uložiti sve razumne napore da spreči kašnjenje, tj. predložiće mere za otklanjanje posledica i reorganizaciju dinamike u izvođenju Podizvođačkih radova. U slučaju kašnjenja u izvršenju Podizvođačkih radova u ugovorenom roku, prouzrokovanim krivicom Strane B, Strana B je dužna da o svom trošku preduzme sve razumne mere u cilju otklanjanja posledica od kašnjenja.

Strana A ima pravo da naplati Strani B iznos od 0,025% podugovaračke cene kao likvidiranu štetu za svaki dan kašnjenja u ispunjenju ugovorenih obaveza, do maksimalnog iznosa takve likvidirane štete od 5% podugovaračke cene.

from the receipt of the Taking over Certificate (Defects Liability Period).

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Party B at its own expense.

The Party B shall, within the defect liability period, assume the same defects liability as stipulated in the Main Contract for the works that has already been delivered for use. During the defect liability period, the Party B shall not only complete the unfinished work listed in the taking-over certificate, but shall also repair any defects that may occur at the Party B's expense for defects caused by the Party B.

During the defect liability period, the Serbia Railways shall be responsible for the daily maintenance of the works that has already been delivered for use. If, during use, the Serbia Railways finds that there are new defects in the received works caused by the Party B or that the repaired defective parts or components are damaged again, the Party B shall be responsible for repairing them until they pass the inspection.

To meet the requirements for the correct implementation of the project or the completion of the repair of defects therein, the Party A may provide supplementary Design documentation and notices within the scope of the Subcontract, which shall be unconditionally accepted and executed by Party B upon mutual agreement between the Party A and the Party B.

The Party A and the Party B shall jointly ascertain the cause of defects and/or damages. If it is caused by the Party B, the Party B shall bear the cost of repair and inspection. If it is not caused by the Party B, the Party A shall negotiate with the Employer regarding the costs of inspection and repair, and shall pay the Party B reasonable costs after obtaining the relevant costs of the Employer.

Extension of defect liability period

If the defects liability period is extended in accordance with the Main Contract, Party B is obliged to extend the defects liability period, but the extension shall not exceed the extension of defects liability period under the Main Contract, in which the maximum extended defects liability period will not exceed 24 months.

6.3 In case of the failure of the Party B to fulfill the obligations during the Defect Liability Period, the Party A shall be

6.2. Za nedostatke izvedenih radova i isporučenih dobara, strana B odgovara u periodu od 12 meseci od prijema radova, odnosno 12 meseci od prijema Potvrde o preuzimanju (Period odgovornosti za nedostatke).

Svaki nedostatak u izvršenju podugovorenih radova Strana B će otkloniti o svom trošku.

Strana B će, u roku za otklanjanje nedostataka, preuzeti istu odgovornost za nedostatke kao što je predviđeno Glavnim ugovorom za radove koji su već predati na korišćenje. Tokom perioda odgovornosti za kvar, Strana B ne samo da će završiti nedovršeni posao naveden u sertifikatu o preuzimanju, već će takođe popraviti sve nedostatke koji se mogu pojaviti o trošku Strane B za kvarove prouzrokovane od strane Strane B.

Tokom perioda odgovornosti za nedostatke, Železnice Srbije su odgovorne za svakodnevno održavanje radova na delovima koji su već predati na korišćenje. Ako u toku upotrebe Železnice Srbije otkriju da postoje novi nedostaci u primljenim radovima koje je prouzrokovala Strana B, ili da su popravljeni neispravni delovi ili komponente ponovo oštećeni, Stranka B je odgovorna da ih otkloni dok ne prođu inspekciju.

Da bi ispunila uslove za ispravnu implementaciju projekta ili završetak popravke nedostataka u njemu, Strana A može obezbediti dopunsku projektnu dokumentaciju i obaveštenja u okviru Podugovora, koje će bezuslovno prihvatiti i izvršiti Strana B po obostranom sporazumu između Strane A i Strane B.

Strana A i Strana B zajednički će utvrditi uzrok nedostataka i/ili oštećenja. Ako ga je izazvala Strana B, Strana B snosi troškove popravke i inspekcije. Ako to nije izazvala Strana B, Strana A će pregovarati sa Poslodavcem o troškovima inspekcije i popravke, i platiće Strani B razumne troškove nakon dobijanja relevantnih troškova Poslodavca.

Produženje roka odgovornosti za nedostatke

Ako se period odgovornosti za nedostatke produži u skladu sa Glavnim ugovorom, Strana B je u obavezi da produži period odgovornosti za nedostatke, ali produženje ne sme da prelazi produženje roka

entitled to rectify the deficiencies itself or by engaging a third party at the expense of the Party Band retain Retention money, but only in the amount of damage occurred and it obliges to return the difference to Party B upon expiry of Defect Liability Period.

If the Party B fails to fulfill the defects liability upon the expiration of the defect liability period, the Party A shall have the right to withhold the balance of the retention money corresponding to the amount required for the remaining work, and shall have the right, as agreed above, to request the extension of the defect liability period until the completion of the remaining works.

Party A shall be entitled to retain 5% of the Accepted Subcontract Amount as warranty for the performance of above-mentioned works, until the end of the defect liability period. Retention money shall be 5% of the Subcontract price. The Party A shall, starting from the first payment period, deduct from each payment period 5% of the Contract payment amount of each period corresponding to the payment certificate for the completed works, till the total retention money amount withheld reaches the agreed amount or proportion. The calculated amount of retention money does not include the payment of advance payment and the amount of deduction. The retention money shall bear no interest.

After issuing the Taking Over Certificate for Subcontract Works, Party B has the right to exchange Retention Money with bank guarantee securing removal of defects in the warranty period. The submitted bank guarantee for defects in the warranty period should be in the amount of 5% of the Accepted Contract Amount with validity term 28 days longer than the defect liability period. After delivering the mentioned guarantee, Party A has the obligation to return Retention Money to Party B.

The bank guarantee described in this Article must have a clause that it is irrevocable, unconditional, and payable at first call without objection according to the international rules URDG 758.

odgovornosti za nedostatke po Glavnom ugovoru, po kojem maksimalni produženi period odgovornosti za nedostatke neće biti duži od 24 meseca.

6.3 U slučaju neuspeha Strane B da ispuni obaveze tokom Perioda odgovornosti za nedostatke, Strana A će imati pravo da sama ispravi nedostatke ili angažovanjem treće strane o trošku Strane Grupe da zadrži novac za zadržavanje, ali samo u visini nastale štete i obavezuje se da vrati razliku Strani B po isteku perioda odgovornosti za nedostatak.

Ako Strana B ne ispuni odgovornost za nedostatke po isteku perioda odgovornosti za nedostatak, Strana A ima pravo da zadrži ostatak novca koji odgovara iznosu potrebnom za preostali rad, i imaće pravo, kao što je gore dogovoreno, da traži produženje roka odgovornosti za nedostatak do završetka preostalih radova.

Strana A ima pravo da zadrži 5% prihvaćenog iznosa podugovora kao garanciju za izvođenje gore navedenih radova, do kraja perioda odgovornosti za nedostatak. Novac za zadržavanje iznosi 5% od cene podugovora. Strana A će, počevši od prvog perioda plaćanja, odbijati od svakog perioda plaćanja 5% od iznosa plaćanja Ugovora za svaki period koji odgovara potvrdi o uplati za završene radove, sve dok ukupan iznos zadržanog novca ne dostigne ugovoreni iznos ili proporciju. Obračunati iznos retencionog novca ne uključuje uplatu akontacije i iznos odbitka. Retencioni novac ne nosi kamatu.

Nakon izdavanja Potvrde o preuzimanju podizvođačkih radova, Strana B ima pravo da zameni novac za zadržavanje sa bankovnom garancijom čime se obezbeđuje otklanjanje nedostataka u garantnom roku. Dostavljena bankarska garancija za nedostatke u garantnom roku treba da bude u iznosu od 5% od prihvaćenog iznosa ugovora sa rokom važenja 28 dana dužim od roka odgovornosti za nedostatak. Nakon dostavljanja navedene garancije, Strana A ima obavezu da vrati retencioni novac Strani B.

Bankarska garancija opisana u ovom članu mora imati klauzulu da je neopoziva, bezuslovna i plativa na

Article 7 Subcontract price and Payment terms

7.1 This contract is a unit price contract, the tentative contract amount is RSD, and the final settlement of the project quantity is based on the construction drawings and on-site acceptance of actual performed subcontract works. The price of the subcontract includes, but is not limited to, all the obligations of the subcontractor under this contract, that is, the construction machinery, equipment, materials and losses, water supply, power supply, labour, installation, completion acceptance and Engineering survey, testing, debugging, and defect repair required to complete the contract project in accordance with the engineering standards, quality and safety inspection, safety protection fee, management fee, temporary and transitional engineering fee, engineering maintenance fee, insurance fee, profit, and other expenses. The Subcontract Price shall be quoted in RSD. To avoid of any ambiguity, the total amount of the contract for the abovementioned two GSMR buildings as reference is 144,958.26 Euro (say Euro one hundred forty-four thousand nine hundred fifty-eight point two six only). The exchange rate is 117.1756 and the total amount of the contract as reference is 16,985,571.09 Dinar (sixteen million nine hundred eighty-five thousand five hundred seventy-one and 9/100 Serbian Dinars).

7.2 The unit prices of various items in the Subcontract Works are corresponding unit prices specified in the Article 3.1 (1) (See attached Appendix 1, The Priced Bill of Quantities), Payment shall be calculated at the unit price in the attached Appendix 1. Items included in the construction drawing design documents but not reflected in the "The Priced Bill of Quantities" in Appendix 1 are deemed to have been included in other items in the "The Priced Bill of Quantities" in Appendix 1.

7.3Party B shall, before the 5th day of each month, provide Party A with the construction book complied with local regulations in which the project completed in the last month is listed according to achieved progress of works and unit prices from the Priced Bill of Quantities, which represents in the Appendix 1. Party A will check and confirm the construction book within 14 days upon submission. If the construction

prvi poziv bez prigovora prema međunarodnim pravilima URDG 758.

Član 7 Cene i uslovi plaćanja

7.1 Ovo je ugovor sa jediničnim cenama, okvirni iznos ugovora je u RSD, a konačni obračun projektne količine se zasniva na građevinskim crtežima i prijemu na licu mesta stvarno izvedenih podugovaračkih radova. Cena podugovora uključuje, ali nije ograničena na, sve obaveze podizvođača po ovom ugovoru, odnosno građevinsku mehanizaciju, opremu, materijale i gubitke, vodosnabdevanje, struju, rad, montažu, operativnu prihvatljivost i inženjerski pregled, testiranje, otklanjanje grešaka, i popravka kvara, potrebne za završetak projekta u skladu sa inženjerskim standardima, inspekcija kvaliteta i bezbednosti, naknada za zaštitu bezbednosti, naknada za upravljanje, privremena i prelazna naknada za inženjering, naknada za inženjersko održavanje, naknada za osiguranje, profit i drugi troškovi. Cena podugovora biće navedena u RSD. Kako ne bi bilo nejasnoća, ukupan iznos ugovora za gore pomenute dve GSMR zgrade je 144.958,26 evra (sto četrdeset četiri hiljade devetsto pedeset osam i 26/100 evra). Kurs je 117,1756 a ukupan iznos ugovora je 16.985.571,09 dinara (šesnaest miliona devetsto osamdeset pet hiljada petsto sedamdeset jedan i 9/100 srpskih dinara).

7.2 Jedinične cene različitih artikala u Podizvođačkim radovima su odgovarajuće jedinične cene navedene u Članu 3.1 (1) (Vidi Prilog 1, Predmer troškova), Plaćanje se obračunava po jediničnoj ceni u priloženom Prilogu 1. Stavke koje su uključene u projektnu dokumentaciju za građevinske crteže, ali nisu prikazane u „Predmeru količina" u Prilogu 1, smatraju se uključenim u druge stavke u „Predmeru troškova" u Prilogu 1.

7.3 Strana B će, pre 5. dana u mesecu, dostaviti Strani A građevinsku knjigu u skladu sa lokalnim propisima u kojoj je naveden projekat završen u poslednjem mesecu prema postignutom toku radova i jediničnim cenama iz Predmera, koje su predstavljene u Prilogu

book is not compatible with the actually performed works or other conditions of this Agreement, Party A is entitled to reject the construction book and return it to the Party B for necessary correction.

Once the construction book is confirmed, Party B shall provide invoices accordingly in compliance with local laws and regulations. Party A will then make the payment within 7 working days upon receiving the invoice.

If the work done by Party B does not meet the contract or design requirements, the payment can be temporarily deducted for this part of the cost, and this part of the cost will not be calculated and paid until the part of the work is completed and meets the requirements.

If Party B fails to perform work or perform its obligations in accordance with the contract, and Party A has notified the Party B, it can withhold the value of the work or obligation until the work or obligation is performed.

7.4 Party B shall provide Party A with the performance guarantee within 10 days after signing the subcontract. Performance guarantee should be in the amount of 10% of the Accepted

Subcontract Amount with validity term 28 days longer than the completion of the project as agreed in this Subcontract.

7.5 Party B shall provide the advance payment guarantee to party A within 7 days after signing the subcontract. The amount of advance payment guarantee shall be 15% of the contract amount, and the term of validity shall be 28 days longer than the agreed term of subsection project acceptance. Upon receipt of the advance payment guarantee, party A shall provide party B with advance payment according to the numbers of buildings Party B actually access into as regulated in Article 5.16. The advance payment for the project will be deducted from the progress payment, and 30% of the bill amount will be deducted from each interim payment certificate until all the advance payment is deducted.

7.6 Performance guarantee must be irrevocable, unconditional, and at the first call and pre-approved by the Party A.

7.7 All bank guarantees described in this Article must have a clause that it is irrevocable, unconditional, and payable at first call without objection according to the international rules URDG 758.

1. Strana A će proveriti i potvrditi građevinsku knjigu u roku od 14 dana od predaje. Ukoliko građevinska knjiga nije kompatibilna sa stvarnom situacijom izvedenih radova ili drugim uslovima ovog Ugovora, Strana A ima pravo da odbije građevinsku knjigu i vrati je Strani B na neophodne ispravke.

Nakon potvrde građevinske knjige, Strana B će dostaviti fakture u skladu sa lokalnim zakonima i propisima. Strana A će tada izvršiti uplatu u roku od 7 radnih dana po prijemu fakture.

Ako rad Strane B ne ispunjava uslove ugovora ili dizajna, plaćanje se može privremeno odbiti za ovaj deo troškova, a taj deo troškova neće biti obračunat i plaćen sve dok se deo posla ne završi i dok se ne ispuni dati uslovi.

Ako Strana B ne izvrši posao ili ne izvrši svoje obaveze u skladu sa ugovorom, a Strana A je obavestila Stranu B o tome, onda može zadržati novac u vrednosti posla ili obaveze dok se posao ili obaveza ne izvrši.

7.4 Strana B će dostaviti Strani A garanciju za izvršenje u roku od 10 dana nakon potpisivanja podugovora. Garancija za izvršenje treba da bude u iznosu od 10% prihvaćenog iznosa podugovora sa rokom važenja 28 dana nakon završetka projekta kako je dogovoreno u ovom Podugovoru.

7.5 Strana B će obezbediti garanciju za avansno plaćanje strani A u roku od 7 dana nakon potpisivanja podugovora. Iznos garancije akontacije iznosi 15% od iznosa ugovora, a rok važenja je 28 dana duži od ugovorenog roka prihvatanja projekta. Po prijemu garancije za avansno plaćanje, Strana A će obezbediti Strani B avansno plaćanje prema broju zgrada u koje strana B stvarno ima pristup, kao što je regulisano članom 5.16. Akontacija za projekat će se odbiti od isplate o privremenoj situaciji, a 30% iznosa računa će se odbijati od svake potvrde o privremenom plaćanju sve dok se ne odbiju svi avansi.

7.6 Garancija za dobro izvršenje posla mora biti neopoziva, bezuslovna, na prvi poziv i prethodno odobrena od Strane A.

7.7 Sve bankarske garancije opisane u ovom članu moraju imati klauzulu da su neopozive, bezuslovne i plative na prvi poziv bez prigovora u skladu sa međunarodnim pravilima URDG 758.

Article 8 Variation and Compensation claim

8.1 Terms of contract variation:

In case of major variation in the Main Contract, the corresponding part of the subcontract shall vary accordingly. Party B shall bear all the work that generated in accordance of Serbian laws and regulations, regulations of relevant competent authorities, relevant industry standards and other relevant regulations. Party B shall unconditionally carry out all the work required by either Investor or Supervisor Engineer or Party A and avoid falling behind the construction period.

8.2 Any changes made by the subcontractor on this project shall meet the relevant stipulations in the Main Contract.

In case of adjustment of price of the Main Contract or the change of construction period of Main Contract works, the Subcontract price or construction period shall be adjusted accordingly in the light of the adjustment of the price and the construction period made in the Main Contract.

8.3 If claim for compensation occur within the scope of subcontracted works and the claim has granted by the Employer through joint efforts of Party A and Party B, the Parties agree to claim for compensation from the Employer in proportion to the actual costs.

8.4 For issues of variation, price adjustment, compensation claim or extension of construction period, Party B shall do a good job of basic data collection, arrangement and archive keeping and submit them to Party A as required.

Član 8 Varijacije i odštetni zahtevi

8.1 Varijacije uslova ugovora:

U slučaju veće varijacije u Glavnom ugovoru, odgovarajući deo podugovora će se u skladu sa tim razlikovati. Strana B će snositi odgovornost za sav posao koji je nastao u skladu sa srpskim zakonima i propisima, propisima relevantnih nadležnih organa, relevantnim industrijskim standardima i drugim relevantnim propisima. Strana B će bezuslovno obavljati sve radove koje zahtevaju Investitor ili Nadzorni inženjer ili Strana A, i izbegavati zaostajanje u periodu izgradnje.

8.2 Sve izmene koje izvrši podizvođač na ovom projektu moraju biti u skladu sa relevantnim odredbama u Glavnom ugovoru.

U slučaju usklađivanja cene Glavnog ugovora ili promene roka izgradnje radova iz Glavnog ugovora, cena Podugovora ili period izgradnje će se uskladiti shodno tome, u svetlu usklađivanja cene i perioda izgradnje naznačenog u Glavnom ugovoru.

8.3 Ako se zahtev za nadoknadu dogodi u okviru podugovorenih radova, i ako zahtev odobri Poslodavac zajedničkim naporima Strane A i Strane B, ugovorne strane su saglasne da traže nadoknadu od Poslodavca srazmerno stvarnim troškovima.

8.4 Za pitanja varijacija, prilagođavanja cene, zahteva za kompenzaciju ili produženja perioda izgradnje, Strana B će obaviti posao prikupljanja osnovnih podataka, uređenja i čuvanja arhive i dostaviti ih Strani A prema potrebi.

Article 9 Standard specifications and Final acceptance

9.1 The engineering standards and specifications related to the subcontracted works as stipulated in the Main Contract are applicable to the Subcontract works.

9.2 Tests and Inspections for Materials, Engineering Equipment, and Project

Party B shall conduct tests and inspections for materials, engineering equipment and project as agreed herein, and provide Party A with necessary test data and original records. If Party A shall jointly conduct the tests and inspections according to the contract, Party B shall be responsible for providing the necessary test data and original records. If Party A is not present, Party B may test and inspect by themselves with the consent of Party A, and shall immediately submit the test and inspection results to Party A, and Party A shall sign for confirmation. If Party A has doubts about the test and inspection results of Party B, Party A may require Party B to conduct the test and inspection again according to the contract. The above inspection and inspection costs shall be borne by Party B. If the quality of materials, engineering equipment or project does not meet the requirements of this Contract, Party B shall bear the increased expenses and/or delay in construction.

9.3 Material Test, and Technique and Process Tests on Site

Party B shall provide the test site, test personnel, test equipment and other necessary test conditions for the material test, and technique and process tests according to the contract or Party A's instructions. If necessary, Party A shall have the right to use the above sites, equipment, and other test conditions to conduct the material test, and technique and process tests for review. If necessary, Party B shall prepare the measure plan for technique and process tests according to the technique and process tests' requirements put forward by Party A and submit it to Party A for approval.

9.4 Party B shall make a good preparation for the final acceptance as required by the Employer. Party B shall present a complete set of completion documents and submit them to Party A. for Final Acceptance for completion of the subcontracted works, which will be submitted by Party A to the Employer to form a part of the certificate of

Član 9 Standardne specifikacije i konačno prihvatanje

9.1 Inženjerski standardi i specifikacije u vezi sa podugovorenim radovima kako je predviđeno u Glavnom ugovoru važe za podugovorene radove.

9.2 Testovi i inspekcije za materijale, inženjersku opremu i projekat

Strana B će sprovesti testove i inspekcije za materijale, inženjersku opremu i projekat kako je ovde dogovoreno i obezbediće Strani A neophodne podatke o ispitivanju i originalne zapise. Ako će Strana A zajedno sprovesti testove i inspekcije u skladu sa ugovorom, Strana B će biti odgovorna za obezbeđivanje neophodnih podataka o ispitivanju i originalnih zapisa. Ako Strana A nije prisutna, Strana B može sama da testira i pregleda uz saglasnost Strane A i odmah dostavi rezultate ispitivanja i inspekcije Strani A, a Strana A će potpisati potvrdu. Ako Strana A sumnja u rezultate ispitivanja i inspekcije Strane B, Strana A može zahtevati od Strane B da ponovo sprovede testiranje i inspekciju u skladu sa ugovorom. Navedenu inspekciju i troškove inspekcije snosi Strana B. Ukoliko kvalitet materijala, inženjerske opreme ili projekta ne ispunjava uslove ovog Ugovora, Strana B snosi povećane troškove i/ili kašnjenje u izgradnji.

9.3 Ispitivanje materijala i ispitivanja tehnike i procesa na licu mesta

Strana B će obezbediti mesto za testiranje, osoblje za izvođenje testiranja, opremu za testiranje i druge neophodne uslove za ispitivanje materijala, kao i testove tehnike i procesa u skladu sa ugovorom ili uputstvima Strane A. Ako je potrebno, Strana A će imati pravo da koristi gore navedena mesta, opremu i druge uslove ispitivanja za sprovođenje ispitivanja materijala, kao i testove tehnike i procesa radi pregleda. Ako bude potrebno, Strana B će pripremiti plan mera za ispitivanje tehnike i procesa u skladu sa zahtevima za tehniku i procesne testove koje je predložila Strana A i dostaviće ga Strani A na odobrenje.

9.4 Strana B će se dobro pripremiti za konačno prihvatanje radova po zahtevima Poslodavca. Strana

Final.Acceptance on Main Contract Works issued by Employer.

B će predstaviti kompletnu dokumentaciju o završetku i dostaviti je Strani A radi konačnog prihvatanja završetka podugovorenih radova, koju će Strana A dostaviti Poslodavcu kao deo potvrde o konačnom prihvatanju na glavnim ugovornim radovima koje je izdao Poslodavac.

Article 10 Site Clearance

10.1 In the course of carrying out the Subcontract, the Party B shall keep the construction site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the construction site, and remove any Party B's Equipment no longer required for execution of the Subcontract.

10.2 After Completion of all works under this Subcontract, the Party B shall clear away and remove all its wreckage, rubbish, and debris of any kind from the construction site, and shall leave the construction site in a clean and safe condition.

Član 10 Čišćenje lokacije

10.1 Tokom izvršavanja podugovora, Strana B će održavati gradilište razumno čistim od svih nepotrebnih prepreka, skladištiće ili uklanjati višak materijala, uklanjati olupine, smeće ili privremene radove sa gradilišta i uklanjati bilo koju opremu Strane B koja više nije potrebna za izvršenje podugovora.

10.2 Nakon završetka svih radova po ovom podugovoru, Strana B će očistiti i ukloniti sve svoje smeće i ostatke bilo koje vrste sa gradilišta i ostaviti gradilište u čistom i bezbednom stanju.

Article 11 Force Majeure

11.1 "Force Majeure" shall mean any event beyond the reasonable control of the Party A or of the Party B, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, terrorist acts;

(c) confiscation, nationalisation, mobilisation, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and

Član 11 Viša sila

11.1 „Viša sila" znači svaki događaj van razumne kontrole Strane A ili Strane B, zavisno od slučaja, i koji je neizbežan bez obzira na razumnu pažnju strana u slučaju, i uključuje, bez ograničenja, sledeće:

(a) rat, neprijateljstva ili ratne operacije (bez obzira da li je ratno stanje proglašeno ili ne), invaziju, činjenje stranog neprijatelja, građanski rat;

(b) pobuna, revolucija, ustanak, pobuna, uzurpacija civilne ili vojne vlasti, zavera, pobuna, građanski metež, teroristički akti;

(c) konfiskaciju, nacionalizaciju, mobilizaciju, zauzimanje ili rekviziciju od strane ili po nalogu bilo koje vlade ili de jure ili de facto vlasti ili vladara ili bilo koji drugi čin ili propust bilo koje lokalne državne ili državne vlasti;

(d) štrajk, sabotaža, embargo, ograničenje uvoza, zagušenje luka, nedostatak uobičajenih sredstava javnog prevoza i komunikacija, industrijski spor,

communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

(f) shortage of labour, materials or utilities where caused by circumstances that are caused by circumstances that are themselves force majeure,

11.2 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Subcontract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within three (3) days after the occurrence of such event.

11.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Subcontract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed.

11.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Subcontract and to fulfil its or their obligations under the Subcontract, but without prejudice to either party's right to terminate the Subcontract.

11.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Subcontract; or

(b) give rise to any claim for damages or additional cost or expense occasioned thereby,

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

11.6 If the performance of the Subcontract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Subcontract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Subcontract by giving a notice to the other.

brodolom, nedostatak ili ograničenje snabdevanja električnom energijom, epidemije, karantin, kuga;

(e) zemljotres, klizište, vulkanska aktivnost, požar, poplava ili poplava, plimni talas, tajfun ili ciklon, uragan, oluja, munja ili drugi nepovoljni vremenski uslovi, nuklearni talasi i udarni talasi pritiska ili druge prirodne ili fizičke katastrofe;

(f) nedostatak radne snage, materijala ili komunalnih usluga kada su uzrokovane okolnostima koje su same po sebi viša sila.

11.2 Ako je bilo koja strana sprečena, ometana ili odložena u ili u izvršavanju bilo koje svoje obaveze prema podugovoru usled više sile, onda će drugu stranu, u pisanom obliku, obavestiti o nastanku takvog događaja i njegovim okolnostima u roku od tri (3) dana nakon nastanka takvog događaja.

11.3 Strana koja je dala takvo obaveštenje biće oslobođena izvršavanja ili tačnog izvršavanja svojih obaveza prema podugovoru sve dok traje relevantni događaj više sile i u meri u kojoj je izvršenje takve strane sprečeno, ometano ili odloženo.

11.4 Strana ili strane koje su pogođene slučajem više sile će uložiti razumne napore da ublaže njen efekat na izvršenje podugovora i da ispune svoje ili svoje obaveze prema podugovoru, ali ne dovodeći u pitanje pravo bilo koje strane da raskine ugovor Podizvođač.

11.5 Nikakvo kašnjenje ili neizvršenje od strane bilo koje strane uzrokovano pojavom bilo kog slučaja Više sile:

(a) ne predstavlja neizvršenje ili kršenje Podugovora; ili

(b) neće dovesti do bilo kakvog zahteva za odštetu ili dodatne troškove ili troškove koji su time izazvani, ako su u meri u kojoj je takvo kašnjenje ili neizvršenje uzrokovano pojavom događaja više sile.

11.6 Ako izvršenje Podugovora bude značajno sprečeno, ometano ili odloženo za jedan period duži od šezdeset (60) dana ili ukupan period duži od sto dvadeset (120) dana zbog jednog ili više događaja Više sile tokom trajanja Podugovora, strane će pokušati da razviju obostrano zadovoljavajuće

Article 12 Responsibilities for breach of Contract

12.1 Breach of the Contract

12.1.1 In case Party A does not honour the Subcontract or does not fulfil its obligations as stipulated in the Subcontract, Party A shall be liable for breach of Contract and shall compensate Party B for its economic losses due to the breach.

12.1.2 In case Party B does not fulfil its obligations specified in the Subcontract or does not fulfil subcontract-specified obligations, Party B shall be liable for breach of the Contract and shall compensate Party A for its economic losses due to the breach.

12.2 In case the breach of Subcontract due to default of Party B has caused breach of contract as Party A to the Employer which results in punishment on Party A imposed by the Employer, Party B shall bear the loss suffered by Party A as punishment imposed by the Employer.

12.3 None of the parties shall be responsible for any special, incidental, indirect, consequential loss (including but not limited to Loss of profits or income, business opportunities or business relations damage, data loss) because of this Contract or related to this Contract.

12.4If Party B's fault causes damage to the project, materials, engineering equipment, and public facilities, Party B shall bear the repair costs.

12.5If Party B fails to take safety production measures as required by the regulations or there are hidden dangers in production safety, it shall immediately rectify. Party A issued a written instruction requesting rectification, and Party A has the right to impose penalties on Party B if the rectification content is not rectified or the rectification is not in place.

12.6 In the event of the following breach of contract by Party B, Party A may notify Party B to terminate the contract immediately. After the contract is terminated, Party A may send personnel to the site, organize additional personnel, or entrust other contractors to construct. However, this action of Party A does not exempt Party B's liability for breach of

rešenje, u suprotnom bilo koja strana može da raskine Podugovor davanjem obaveštenja drugoj.

Član 12 Odgovornost za kršenje Ugovora

12.1 Kršenje ugovora

12.1.1 U slučaju da Strana A ne ispoštuje Podugovor ili ne ispuni svoje obaveze predviđene Podugovorom, Strana A će biti odgovorna za kršenje Ugovora i nadoknadiće Strani B njene ekonomske gubitke zbog kršenja.

12.1.2 U slučaju da Strana B ne ispuni svoje obaveze navedene u Podugovoru ili ne ispuni obaveze navedene u podugovoru, Strana B će biti odgovorna za kršenje Ugovora i nadoknadiće Strani A njene ekonomske gubitke zbog kršenja.

12.2 U slučaju da je kršenje podugovora zbog neizvršenja obaveza Strane B izazvalo kršenje ugovora kao Strane A za Poslodavca, što rezultira kaznom Strane A koju je nametnuo Poslodavac, Strana B će snositi gubitak koji je pretrpela Strana A kao kaznu izrečenu od strane poslodavac.

12.3 Nijedna od strana neće biti odgovorna za bilo kakav poseban, slučajan, indirektan, posledičan gubitak (uključujući, ali ne ograničavajući se na gubitak dobiti ili prihoda, poslovne prilike ili štetu u poslovnim odnosima, gubitak podataka) zbog ovog Ugovora ili u vezi sa ovim Ugovorom.

12.4 Ako greška Strane B prouzrokuje štetu na projektu, materijalima, inženjerskoj opremi i javnim objektima, Strana B snosiće troškove popravke.

12.5. Ukoliko Strana B ne preduzme mere bezbednosti proizvodnje u skladu sa propisima ili postoje skrivene opasnosti u bezbednosti proizvodnje, ona će to odmah otkloniti. Strana A tada izdaje pismenu instrukciju tražeći ispravku, i Strana A ima pravo da izrekne kaznu Strani B ako sadržaj ispravke nije ispravljen ili ispravka nije na mestu.

12.6 U slučaju kršenja sledećih stavki ugovora od strane Strane B, Strana A može obavestiti Stranu B o momentalnom raskidu ugovora. Nakon raskida ugovora, Strana A može poslati osoblje na gradilište,

contract, nor does it affect Party A's right to claim in accordance with the contract.

12.6.1 Party B privately transfers all or part of the contract's rights to another person, or privately transfers all or part of the contract's obligations to another person

12.6.2 Party B uses unqualified materials or engineering equipment, and the quality of the engineering fails to meet the standard requirements, and refuses to remove the unqualified engineering;

12.6.3 During the warranty period, Party B fails to repair the content of the defect list listed in the project acceptance certificate or the defects that occurred during the warranty period, and refuses to repair it according to the instructions of Party A;

12.6.4 Party B is unable to continue to perform or expressly indicates that it will not perform or has substantially stopped performing the contract;

12.6.5 Other situations where Party B does not perform its obligations as agreed in the contract.

12.6.6 After the termination of the contract, Party A assesses the value of the work completed by Party B, suspends all payments to Party B, and checks all payments and deducted amounts, including the liquidated damages that Party B should pay.

12.6.7 After the termination of the contract, Party A claims to Party B for the losses caused to Party A due to the termination of the contract. After the parties to the contract confirm the above-mentioned balances, they will issue a final settlement certificate to settle all contractual payments.

12.6.8 If Party A and Party B fail to reach an agreement on the settlement after the termination of the contract and a dispute arises, the dispute shall be settled as agreed in the contract.

Article 13 Solution to disputes and Applicable laws

13.1 In case of dispute in the course of executing the Subcontract, the two parties shall consult each other in a friendly manner. In case of failure in the mutual consultation, any of the two parties can bring the case to in accordance with the arbitration

organizovati dodatno osoblje ili poveriti posao drugim izvođačima radova. Međutim, ova radnja Strane A ne oslobađa od odgovornosti Stranu B za kršenje ugovora, niti utiče na pravo Strane A na potraživanje u skladu sa ugovorom.

12.6.1 Strana B privatno prenosi sva ili deo prava iz ugovora na drugo lice.

12.6.2 Strana B koristi nekvalifikovane materijale ili inženjersku opremu, a kvalitet inženjeringa ne ispunjava standardne zahteve i odbija da ukloni nekvalifikovani inženjering;

12.6.3 Tokom garantnog perioda, Strana B ne uspe da ispravi sadržaj liste grešaka naveden u sertifikatu o prihvatanju projekta ili kvarove koji su nastali tokom garantnog roka, i odbije da ga popravi u skladu sa uputstvima Strane A.

12.6.4 Strana B nije u mogućnosti da nastavi da izvršava ili izričito odbija da izvrši ili je suštinski prestala da izvršava ugovor;

12.6.5 Ostale situacije u kojima Strana B ne izvršava svoje obaveze kako je dogovoreno u ugovoru.

12.6.6 Nakon raskida ugovora, Strana A procenjuje vrednost posla koji je završila Strana B, suspenduje sve isplate Strani B i proverava sve isplate i odbijene iznose, uključujući likvidiranu štetu koju Strana B treba da plati.

12.6.7 Nakon raskida ugovora, Strana A potražuje od Strane B za gubitke prouzrokovane Strani A zbog raskida ugovora. Nakon što ugovorne strane potvrde gore pomenuta stanja, izdaje se potvrda o konačnom poravnanju za izmirenje svih ugovornih plaćanja.

12.6.8 Ako Strana A i Strana B ne postignu sporazum o poravnanju nakon raskida ugovora i dođe do spora, spor će biti rešen kako je dogovoreno u ugovoru.

Član 13. Rešavanje sporova i važeći zakoni

13.1 U slučaju spora u toku izvršenja Podugovora, dve strane će se međusobno konsultovati na prijateljski način. U slučaju neuspeha u međusobnoj konsultaciji, bilo koja od dve strane može pokrenuti slučaj u

regulations. The arbitration venue is the Chamber of Commerce and Industry of Serbia. The arbitration is final and binding for both parties. The arbitration cost shall be borne by the party who lost the case. During the arbitration, both parties shall respectively fulfil their obligations and responsibilities according to the Subcontract.

13.2 The Serbia laws are applicable to establishment, effectiveness, explanation, execution, and resolution of dispute related to the Subcontract.

Article 14 Validity, Cancellation and Termination of the Subcontract

14.1The Subcontract takes effect from the date when the Subcontract is signed by authorized signatories of both parties, stamped with both corporate seals. This subcontract will be terminated on the completion of both parties' obligations and responsibilities fulfilment

.14.2 The Subcontract shall be cancelled or terminated under the following circumstances:

(1) The Subcontract becomes impossible to be executed due to force majeure;

(2) The Main Contract is cancelled;

(3) Both Parties agree to cancel the Subcontract.

In the event of the abovementioned 3cases, the two parties shall consult each other for a solution.

Article 15 Notices

15.1 All notifications, requests, instructions, documents, and any other type of communication between the parties hereto shall be made in accordance with the contact details (contact person, suitable address/e-mail address, phone number), as follows:

Party A's address for notice purposes:

Contact person: Tamara Lekić

Address: Belgrade, Belgrade-Zemun, Majevička 2m

E-mail: tamaralekic2611@gmail.com

Phone: 062262348

Party B's address for notice purposes:

skladu sa arbitražnim propisima. Mesto arbitraže je Privredna komora Srbije. Arbitraža je konačna i obavezujuća za obe strane. Troškove arbitraže snosi stranka koja je izgubila spor. Tokom arbitraže, obe strane će respektivno ispunjavati svoje obaveze i odgovornosti prema Podugovoru.

13.2 Zakoni Srbije su primenljivi na uspostavljanje, efektivnost, objašnjenje, izvršenje i rešavanje sporova u vezi sa Podugovorom.

Član 14. Važenje, Otkazivanje i raskid Podugovora

14.1 Podugovor stupa na snagu od datuma kada je Podugovor potpisan od strane ovlašćenih potpisnika obe strane, overen sa oba pečata preduzeća. Ovaj podugovor će biti raskinut nakon što obe strane ispune obaveze i odgovornosti.

14.2 Podugovor će biti otkazan ili raskinut pod sledećim okolnostima:

(1) Podugovor postaje nemoguće izvršiti zbog Više sile;

(2) Glavni ugovor je raskinut;

(3) Obe strane su saglasne da raskinu Podugovor.

U slučaju gore navedena 3 slučaja, dve strane će se konsultovati jedna sa drugom radi rešenja.

Član 15. Obaveštenja

15.1 Sva obaveštenja, zahtevi, uputstva, dokumenti i bilo koji drugi vid komunikacije između ugovornih strana vršiće se u skladu sa kontakt detaljima (osoba za kontakt, odgovarajuća adresa/imejl adresa, broj telefona), kako sledi:

Adresa Strane A u svrhu obaveštenja:

Kontakt osoba: Tamara Lekić

Adresa: Beograd, Beograd-Zemun, Majevička 2m

E-mail: tamaralekic2611@gmail.com

Telefon: 062262348

Adresa Strane B radi obaveštenja:

Contact person: Nenad Ignjatović Address: Braće Relić 19, Beška E-mail: nenad.dekoconstruction@gmail.com Phone: 065/471-31-17	Kontakt osoba: Nenad Ignjatović Adresa: Braće Relić 19, Beška E-mail: nenad.dekoconstruction@gmail.com Telefon: 065/471-31-17
15.2 All notifications, requests, instructions, documents, and any other type of communication between the parties hereto shall be made in writing, except short notices and other communication not connected with the fulfilment of essential obligations from this Contract, including, but not limited to scheduling meetings between the parties.	15.2 Sva obaveštenja, zahtevi, uputstva, dokumenta i bilo koja druga vrsta komunikacije između ugovornih strana biće obavljena u pisanoj formi, osim kratkih obaveštenja i druge komunikacije koja nije povezana sa ispunjavanjem osnovnih obaveza iz ovog Ugovora, uključujući, ali ne ograničavajući se na zakazivanje sastanaka između stranaka.
15.3 It shall be deemed that the notification and any other type of communication has been delivered to the other Party: (a) in case of delivery by registered mail or courier, in the moment of singing the delivery receipt or (b) in case of sending by e-mail, in the moment when the subject e-mail message appears in the *inbox* (*received*) folder of the e-mail recipient.	15.3 Smatraće se da je obaveštenje i bilo koja druga vrsta komunikacije dostavljena drugoj strani: (a) u slučaju isporuke preporučenom poštom ili kurirskom službom, u trenutku potpisivanja prijema ili (b) u slučaju slanja elektronskom poštom, u trenutku kada se predmetna imejl poruka pojavi u folderu prijemnog sandučeta (primljeno) primaoca elektronkse pošte.
15.4 In case the receipt of the notification in the manner referred to in the previous paragraph occurs after 05.00pm during a business day (Monday-Friday), bearing in mind the time zone applicable in the Republic of Serbia, or on the day considered as non-business day in accordance with the regulations applicable in the Republic of Serbia, it shall be deemed to be received on the first next business day at 09.00am.	15.4. U slučaju da do prijema obaveštenja na način iz prethodnog stava dođe posle 17.00 časova u toku radnog dana (ponedeljak-petak), imajući u vidu vremensku zonu koja se primenjuje u Republici Srbiji, ili na dan koji se smatra neradnim u skladu sa propisima koji važe u Republici Srbiji, smatra se da je primljen prvog narednog radnog dana u 09.00 časova.
15.5 In case of change of contact details referred to in the paragraph 15.1, the party whose contact details have been changed is obliged to inform the other party regarding such change the next business day the latest.	15.5. U slučaju promene kontakt podataka iz stava 15.1 strana čiji su kontakt podaci promenjeni je dužna da obavesti drugu stranu o takvoj promeni najkasnije narednog radnog dana.
Article 16 Language	**Član 16 Jezik**
16.1 All Subcontract Documents, all correspondence, and communications to be given, and all other documentation to be prepared and supplied under the Subcontract shall be	16.1 Sva dokumentacija koja se odnosi na Podugovor, sva korespondencija i komunikacija koja sledi, kao i sva druga dokumentacija koja će biti pripremljena i dostavljena u okviru Podugovora biće napisana na

written in English and Serbian, and the Subcontract shall be construed and interpreted in accordance with that language.

16.2 If any of the Subcontract Documents, correspondence or communications are prepared in any language other than the governing language under paragraph 16.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

engleskom i srpskom jeziku, a Podugovor će se tumačiti u skladu sa tim jezikom.

16.2 Ako je bilo koji od dokumenata o podugovoru, korespondencije ili komunikacije pripremljen na bilo kom jeziku koji nije važeći jezik prema stavu 16.1 iznad, engleski prevod takvih dokumenata, prepiske ili komunikacije će imati prednost u pitanjima tumačenja.

Article 17 Confidential Information

17.1 The Party A and the Party B shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of whether such information has been furnished prior to, during or following termination of the Subcontract.

17.2 The Subcontract is confidential to any third party. Without consent in writing by Party A, Party B should not disclose the design documents or shop drawing to any third party. Without Party A`s consent in writing, Party B should not disclose any documents or materials related to the Main Contract and the Subcontract to any third party or use it for any other project other than the Main Contract project.

17.3 The Party A shall not use such documents, data and other information received from the Party B for any purpose other than the fulfilment of obligations referred to in this contract. Similarly, the Party B shall not use such documents, data and other information received from the Party A for any purpose other than the execution of works under this contract or such other work and services as are required for the performance of the Subcontract.

17.4 The obligation of a party under paragraph 17.1 and 17. and 17.3 above, however, shall not apply to that information which:

(a) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto; or

Član 17. Poverljive informacije

17.1 Strana A i Strana B će čuvati poverljive informacije i neće, bez pismenog pristanka druge strane, otkriti bilo kojoj trećoj strani bilo koje dokumente, podatke ili druge informacije koje je direktno ili indirektno dostavila druga strana u vezi sa Podugovorom bez obzira da li su takve informacije dostavljene pre, tokom ili nakon raskida Podugovora.

17.2 Podugovor je poverljiv za bilo koju treću stranu. Bez pismene saglasnosti Strane A, Strana B ne bi trebalo da otkrije dokumentaciju o dizajnu ili crteže trećoj strani. Bez pismene saglasnosti Strane A, Strana B ne sme da otkrije nikakve dokumente ili materijale u vezi sa Glavnim ugovorom i Podugovorom bilo kojoj trećoj strani ili ih koristi za bilo koji drugi projekat osim projekta Glavnog ugovora.

17.3 Strana A neće koristiti dokumente, podatke i druge informacije primljene od Strane B u bilo koju svrhu osim za ispunjavanje obaveza navedenih u ovom ugovoru. Slično, Strana B neće koristiti dokumente, podatke i druge informacije dobijene od Strane A u bilo koju svrhu osim za izvođenje radova po ovom ugovoru ili za druge poslove i usluge koji su potrebni za izvršenje Podugovora.

17.4 Obaveza strane prema stavu 17.1 i 17.2 i 17.3, međutim, neće se primenjivati na one informacije:

(a)za koje se može dokazati da ga je dotična strana posedovala u trenutku otkrivanja i koje nisu prethodno dobijene, direktno ili indirektno, od druge strane; ili

(b) koje na neki drugi način zakonito postanu dostupne toj strani od treće strane

(b) otherwise lawfully becomes available to that party from a third party

17.5 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.

17.6 The provisions of this Article 17 shall survive termination for whatever reason of the Subcontract.

17.5 Gore navedene odredbe ni na koji način neće modifikovati bilo koju obavezu o poverljivosti koju je dala bilo koja od strana pre datuma Podugovora u vezi sa izvođenjem radova.

17.6 Odredbe ovog člana 17. ostaju na snazi nakon raskida Podugovora iz bilo kog razloga

Article 18 Agreement on implementation and application of the prescribed safety measures

18.1 During execution of the contractual obligations and during stay at the construction site, the Party B shall fully comply with all safety and health- protection rules, pursuant to the Art. 19 of the Law on Safety and Health at Work I (Official Gazette of the Republic of Serbia No. 101/2005),

18.2 The Parties shall coordinate activities, relating to reduction and mitigation of risks I for personal injury of the employees, and shall inform each other, and their employees, on risks and measures for their reduction and removal.

The Party B shall provide insurance for his engineers and workers engaged on Site (the accident and emergency sickness insurance must be provided). And should submit the list and ID No, of his engineers and workers to General Party A for recording (General Party A shall be notified of any changes and updates to this list in timely manner), In case of loss by accident within the scope of Subcontracted Works executed by Party B, Party B shall assist Party A in claiming on insurance.

18.3 Work of the Officer for coordination for implementation of the measures for ensuring safety and health of employees, shall be performed by a representative delegated by the Party B (pursuant to the Art. 19 of the Law on Safety and Health at Work)

18.4 The Party B undertakes to provide the measures of personnel protection for his employees on the stated Subcontract Works and according to the requirements of safety company employed by General Party A and Engineer.

18.5 The Party B shall be solely and exclusively liable for each damage, or accident, sustained by his employees or third parties (including damage to their property), which arise out

Član 18. Sporazum o sprovođenju i primeni propisanih mera bezbednosti

18.1. Tokom izvršavanja ugovornih obaveza i tokom boravka na gradilištu, Strana B će u potpunosti poštovati sva pravila o bezbednosti i zdravlju, u skladu sa čl. 19. Zakona o bezbednosti i zdravlju na radu (Sl. glasnik RS br. 101/2005),

18.2 Strane će koordinirati aktivnosti koje se odnose na smanjenje i ublažavanje rizika za lične povrede zaposlenih, i obaveštavaće jedna drugu, i svoje zaposlene, o rizicima i merama za njihovo smanjenje i otklanjanje.

Strana B će obezbediti osiguranje za svoje inženjere i radnike angažovane na gradilištu (mora biti obezbeđeno osiguranje od nesreće i hitnog slučaja), i treba da dostavi listu i identifikacioni broj svojih inženjera i radnika Strani A radi evidencije (Strana A će biti blagovremeno obaveštena o svim promenama i ažuriranjima ove liste), u slučaju nesrećnog gubitka u okviru podizvođačkih radova koje je izvršila Strana B, Strana B će pomoći Strani A u potraživanju osiguranja.

18.3 Posao nadzornika zaduženog za sprovođenje mera opšte bezbednosti i zdravlja zaposlenih, obavljaće predstavnik koga delegira Strana B (u skladu sa članom 19. Zakona o bezbednosti i zdravlju na radu)

18.4 Strana B se obavezuje da će obezbediti mere zaštite osoblja za svoje zaposlene na navedenim podugovorenim radovima i u skladu sa zahtevima bez kompanije za obezbeđenje, angažovane od Strane A.

18.5 Strana B će biti jedina i isključivo odgovorna za svaku štetu, ili nezgodu, koju pretrpe njeni zaposleni

of execution of the Party B's contractual obligations or his conduct (including its omissions). The Party B, his employees or third parties, shall not have, or raise, any demands, or claims, against the General Party A on these grounds.

18.6 The Parties agree that Article 18 of this Contract, shall be deemed the Agreement on implementation and application of statutory measures for safety and health protection of persons

engaged at the site, by the Parties, regardless of whether such persons are engaged as employees or otherwise.

18.7 The Party B shall fully comply with the regulations concerning environmental protection as well as with the rules and procedures concerning conduct at the Site.

18.8 In terms of safety at work, the Party B shall:

- notify the relevant authority as to commencement of the Subcontract Works;
- prepare the act on the implementation of the protective measures at work;
- train his personnel for the safe work;
- determine physical/psychological capability of his personnel before allocation to work positions with special working conditions;
- fully execute instructions of the coordinator for the works in accordance with the provisions of Article. 6 and 13 of the Regulation on safety and health at work at temporary or mobile construction sites (Official Gazette of the Republic of Serbia 14/2009 and 95/2010);

instruments, manual or mechanical have to be technically in order, during the process of execution of the Subcontract Works. Instruments, which are subject to periodical examination, must have a valid professional certificate at the moment of execution of the Subcontract Works.

Article 19 OTHER PROVISIONS

19.1 The Party B shall not, without the express prior written consent of the Party A, assign to any third party the Subcontract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder.

ili treća lica (uključujući štetu na njihovoj imovini), a koja proističe iz izvršavanja ugovornih obaveza Strane B ili njenog ponašanja (uključujući njene propuste). Strana B, njeni zaposleni ili treća lica, neće imati, niti pokretati, bilo kakve zahteve ili potraživanja protiv Strane A po ovim osnovama.

18.6 Strane su saglasne da će se član 18. ovog Ugovora smatrati Ugovorom o sprovođenju i primeni zakonskih mera bezbednosti i zdravlja lica angažovanih na gradilištu, od strane obe ugovorne strane, bez obzira da li su ta lica angažovana kao zaposleni ili na drugi način.P

18.7 Strana B će u potpunosti poštovati propise koji se odnose na zaštitu životne sredine, kao i pravila i procedure koje se odnose na ponašanje na lokaciji.

18.8 U pogledu zaštite na radu, Strana B će:

-obavestiti relevantni organ o početku Podugovora;

-pripremiti akt o sprovođenju mera zaštite na radu;

-obučiti svoje osoblje za bezbedan rad;

-utvrditi fizičku/psihološku sposobnost svog osoblja pre raspoređivanja na radna mesta sa posebnim uslovima rada;

-u potpunosti izvršavati uputstva koordinatora za radove u skladu sa odredbama čl. 6. i 13. Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim gradilištima (Sl. glasnik RS 14/2009 i 95/2010);

-obezbediti da instrumenti, ručni ili mehanički, budu tehnički ispravni tokom procesa izvođenja radova podizvođača. Instrumenti, koji podležu periodičnom pregledu, moraju imati važeći profesionalni sertifikat u trenutku izvođenja podizvođačkih radova.

Član 19. Ostale odredbe

19.1 Strana B neće, bez izričitog prethodnog pismenog pristanka Strane A, preneti bilo kojoj trećoj strani Podugovor ili bilo koji njegov deo, ili bilo koje pravo, korist, obavezu ili interes u njemu ili po osnovu toga.

19.2Party B knows that Party A's acceptance of Party B as a subcontractor of this project must be approved by the Employer. In the event if Employer does not approve Party B as the Sub-Contractor for the works for whatsoever reasons, this Contract shall be null and void and both parties agree not to have any kind of claims on whatsoever grounds against each other.	19.2 Strana B zna da prihvatanje Strane A od strane B kao podizvođača ovog projekta mora biti odobreno od strane Poslodavca. U slučaju da Poslodavac ne odobri Stranu B kao Podizvođača za radove iz bilo kog razloga, ovaj Ugovor će biti ništavan i obe strane su saglasne da neće imati bilo kakvih potraživanja po bilo kom osnovu jedna protiv druge.
19.3 For matters not covered herein, the Contractor and the Subcontractor may enter into an appendix or supplementary agreement, which shall have the same legal effect as the Contract.	19.3 Za pitanja koja nisu obuhvaćena ovim Ugovorom, Dobavljač i Podizvođač mogu sklopiti dodatak ili dopunski ugovor, koji će imati isto pravno dejstvo kao Ugovor.
19.4 The appendix is an integral part of the Contract and has the same legal effect as the Contract.	19.4 Dodatak je sastavni deo Ugovora i ima isto pravno dejstvo kao i Ugovor.
19.5 This contract is made in six counterparts, with four held by party A and two held by party B.	19.5 Ovaj ugovor je sačinjen u šest kopija, od kojih četiri zadržava strana A i dva strana B.
Signed by:	Potpisali:
For and on behalf of Party A: CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD Legal representative, CRSC Beograd	**Za i u ime Strane A:** CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD zakonski zastupnik, CRSC Beograd
For and on behalf of Party B: Društvo sa ograničenom odgovornošću „DEKO TIM" doo BEŠKA	**Za i u ime Strane B:** Društvo sa ograničenom odgovornošću „DEKO TIM" doo BEŠKA